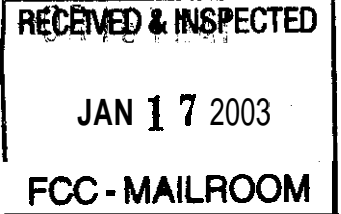


**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**



In re Amendment of Section 73.202(b))	
of the Commission's Rules, Table of Allotments,)	MB Docket No. 99-243
FM Broadcast Stations)	RM-9675, RM-10121, RM-10122
(THORNDALE ET AL., TEXAS))	and RM-10123

To: The Assistant Chief, Audio Division, Media Bureau

DOCKET FILE COPY ORIGINAL

MOTION TO WITHDRAW COUNTERPROPOSAL

Munbilla Broadcasting Properties, Ltd. (*MPBL*) hereby moves to withdraw its Counterproposal (RM-10121) in the instant proceeding, by which MBPL's predecessor-in-interest, Munbilla Broadcasting Corporation (*MBC*), asked the Commission to allot Channel 286A to the community of Rosebud, Texas, as a first local service. MBPL so moves pursuant to a Dismissal Agreement, a copy of which is Exhibit A to this Motion. Declarations demonstrating compliance with 47 C.F.R. § 1.420(j) comprise Exhibit B to this Motion.

Respectfully submitted,

MUNBILLA BROADCASTING PROPERTIES, LTD.

BY


JOHN J. McVEIGH

ITS COUNSEL

JOHN J. McVEIGH, ATTORNEY AT LAW
12101 BLUE PAPER TRAIL
COLUMBIA, MARYLAND 21044-2787
301.596.1655
Date: **January** 16, 2003

No. of Copies rec'd _____ **014**
List ABOVE _____

EXHIBIT A

DISMISSAL AGREEMENT

ROY E. HENDERSON D/B/A CAMERON BROADCASTING COMPANY (*Henderson*) and
MUNBILLA BROADCASTING PROPERTIES, LTD. (*MPBL*), (collectively, the Parties) enter into this
DISMISSAL AGREEMENT (the *Agreement*) this Sixth day of January, 2003 .

RECITALS

A. Munbilla Broadcasting Corporation (*MBC*), MBPL's predecessor-in-interest, tiled with the Federal Communications Commission (the *Commission*) a Counterproposal in MM Docket No. 99-243 (Thorndale, Texas, RM-9675) seeking the allotment of Channel 286A to the community of Rosebud, Texas, as a first local service. The Commission accepted the Rosebud Counterproposal for rule making and assigned to it the reference number RM-I0121.

B. Henderson, the licensee of station KHTZ(FM) (formerly KTTZ(FM)), Channel 232A, Cameron, Texas, Facility ID No. 84381, has applied to the FCC for a modification of the facilities of station KHTZ (File No. BMPH-199812011A) to Channel 286C3. Henderson also filed a Petition for Rule Making to similar effect. The Commission accepted the Petition for rule making and assigned to it the reference number RM-10123.

C. A technical conflict exists between the Rosebud and Cameron proposals by virtue of short spacing.

D. The FCC has not yet issued a Report and Order in MM Docket No. 99-243.

E. The Parties have consulted with each other and have decided that dismissal of the Rosebud proposal originally filed by MBC will simplify the issues present in MM Docket No. 99-243 and should expedite the Commission's resolution of that proceeding.

F. In the expectation that dismissal of the Rosebud Counterproposal may expedite the Commission's resolution of MM Docket No. **99-243**, the Parties have decided to enter into this Agreement, whereby MBPL commits to seek the dismissal of its predecessor-in-interest's Rosebud Counterproposal, RM-10121, and whereby Henderson commits to reimburse MBPL for its and its predecessor-in-interest's out-of-pocket expenses incurred in preparing and prosecuting the Rosebud Counterproposal and in preparing this Agreement and an appropriate Motion to Dismiss to be filed with the Commission, in an amount specified herein.

WITNESSETH

In light of the above recitals, and in consideration of the mutual covenants contained herein, which covenants each of the Parties expressly recognizes to constitute good, valuable, and sufficient consideration, and intending to be fully and legally bound hereby, the Parties enter into this Agreement and agree to act cooperatively pursuant to this Agreement's terms and conditions.

1. Pursuant to this Agreement, upon the receipt by MBPL's communication counsel of the payment specified in paragraph 2, below, MBPL agrees to immediately seek the dismissal of its Counterproposal seeking the allotment of Channel **286A** to Rosebud, Texas. MBPL further agrees to promptly supply to the Commission documentation in support of such request as required by **47 C.F.R. § 1.420(j)**, and to promptly provide any further statements or materials as the staff of the Commission may reasonably request.

2. Pursuant to this Agreement, Henderson agrees to remit to MBPL's communications counsel, John J. McVeigh, in cash, or by check payable to John J. McVeigh, or by wire transfer, within five (5) days of the day of this Agreement, the sum of ONE THOUSAND AND FIFTY DOLLARS in United States currency.

3. In the event that the FCC subsequently rules that a lesser amount is the maximum amount allowable under the limit set forth in Section 1.4200) of the Commission's Rules, 47 C.F.R. § 1.420(j), MBPL or its communications counsel will promptly refund to Henderson the difference between the amount that Henderson has previously paid to MBPL's communications counsel and the amount that the Commission determines to be the maximum amount allowable to MBPL under the limit set forth in 47 C.F.R. § 1.420(j).

4. Both parties acknowledge that no additional consideration is to be paid to or for the benefit of, or to be received by or for the benefit of, MBPL or MBC, or has been or is to be promised to MBPL or MBC in connection with or in consideration of the dismissal of the Rosebud Counterproposal.

5. Recognizing that this Agreement is expressly subject to the Commission's rules and regulations, the Parties agree that they will cooperate with each other and with the Commission by expeditiously providing to each other or to the Commission, or both, any and all additional information that may be necessary or appropriate to comply with 47 C.F. R. § 1.420(j), or to otherwise effectuate the objectives of this Agreement. The Parties agree to provide the Commission's staff with such information as the staff may request within seven (7)

days of each such request.

6. Each of the Parties will bear its own expenses for the preparation of this Agreement and all supporting documents.

7. The Term of this Agreement will be for two (2) years from this Agreement's date of execution. Should the FCC not terminate MM Docket No. 99-243 as contemplated herein within that Term, then either Party will have the right to terminate this Agreement upon thirty (30) days' written notice to the other Party in accord with the notice provisions of this Agreement. Upon such termination, MBPL will not be obliged to refund any sum to Henderson.

8. Any notices to be given in connection with this matter will be made by prepaid certified mail, return receipt requested, via telecopier, or via a nationally recognized overnight delivery service such as U.S.P.S. Express Mail, Federal Express, United Parcel Service, Airborne Express, or DHL Courier Service, to the addresses or telecopier numbers for notice set forth below:

DISMISSAL AGREEMENT

JANUARY 6, 2003

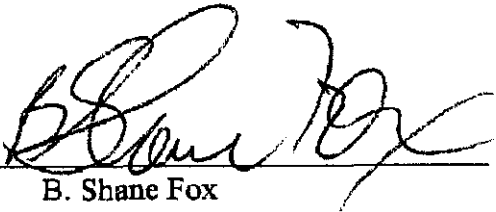
PAGE 6

any action or suit under **this** Agreement.

12. Specific performance shall be available as a remedy for breach of **this** Agreement in addition to all other legal or equitable remedies available under **this** Agreement or under the laws of **the** State of Texas.

13. If, on account of **an** alleged breach or default by either party of its obligations under **this** Agreement, the other party shall employ an attorney to enforce or defend any of its rights or remedies under **this** Agreement, the prevailing party shall be entitled to recover its reasonable **costs** incurred in such connection, including, but not limited to, reasonable attorney's fees.

WHEREFORE, the Parties enter into this Dismissal Agreement as of the date first above written.

<p>MUNBILLA BROADCASTING PROPERTIES, LTD.</p> <p>By</p> <p>MUNBILLA BROADCASTING SERVICES, LLC Its General Partner</p> <p>By  B. Shane Fox Its President and Manager</p>	<p>ROY E. HENDERSON D/B/A CAMERON BROADCASTING COMPANY</p> <p>_____</p>
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DISMISSAL AGREEMENT
JANUARY 6, 2003
PAGE 6

any action or suit under this Agreement.

12. Specific performance shall be available as a remedy for breach of this Agreement in addition to all other legal or equitable remedies available under this Agreement or under the laws of the State of Texas.

13. If, on account of an alleged breach or default by either party of its obligations under this Agreement, the other party shall employ an attorney to enforce or defend any of its rights or remedies under this Agreement, the prevailing party shall be entitled to recover its reasonable costs incurred in such connection, including, but not limited to, reasonable attorney's fees.

WHEREFORE, the Parties enter into this Dismissal Agreement as of the date first above written.

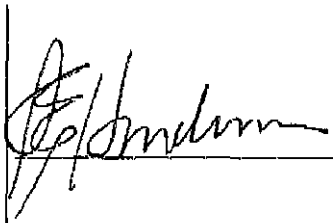
MUNBILLA BROADCASTING PROPERTIES, LTD. By	ROY E. HENDERSON D/B/A CAMERON BROADCASTING COMPANY
MUNBILLA BROADCASTING SERVICES, LLC Its General Partner By _____ B. Shane Fox Its President and Manager	

EXHIBIT B, PART 1

DECLARATION OF MUNBILLA BROADCASTING PROPERTIES, LTD.

MUNBILLA BROADCASTING PROPERTIES, LTD. (*MBPL*), by the President and Manager of its sole General Partner, hereby declares as follows.

1. MBPL certifies that neither MBPL, nor its predecessor-in-interest, Munbilla Broadcasting Corporation (*MBC*), nor any of their principals has received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the dismissal or withdrawal of the Counterproposal, originally filed by MBC, seeking the allotment of Channel 286A to Rosebud, Texas;

2. The Dismissal Agreement with which this Declaration is being filed sets forth the exact nature and amount of any and all consideration received by or promised to MBPL. MBPL certifies that the amount specified in the Dismissal Agreement that MBPL's communications counsel is to receive in exchange for MBPL's withdrawal of the Rosebud, Texas Counterproposal does not exceed MBC's or MBPL's legitimate and prudent expenses incurred in preparing, filing, and prosecuting the Rosebud, Texas Counterproposal.

3. The following is an itemized accounting of the expenses for which MBPL has sought reimbursement:

Item	Amount
Legal Expenses -- Communications Counsel Consultations, Preparation, Filing, and Prosecution of Counterproposal and Withdrawal of Same	1050.00

The Declaration of MBPL's communications counsel concerning the provision of such services is Attachment 1 to this Declaration

4. The **Dismissal** Agreement ~~with~~ which **this** Declaration **is** being filed comprises the **only agreement** between MBPL and anyone else or **any** other entity ~~with~~ regard to MBPL's withdrawal of MBPL's Rosebud, Texas **Petition** for **Rule** Making, and there **is** no oral agreement **with any** person or entity relating to the withdrawal of MBPL's Rosebud, Texas Counterproposal.


The foregoing is true and correct, under penalty of perjury.

MUNBILLA BROADCASTING PROPERTIES, LTD.

By

MUNBILLA BROADCASTING SERVICES, LLC

Its General Partner

By 
B. Shane Fox

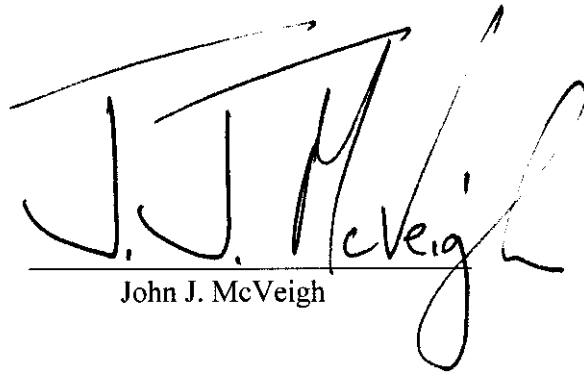
Its President **and** Manager

Date: *January 6, 2003*

ATTACHMENT 1 TO EXHIBIT B, PART 1

DECLARATION OF JOHN J. McVEIGH

I, John J. McVeigh, offer the following Declaration. I have billed the sum of ONE THOUSAND AND FIFTY DOLLARS (\$1,050.00) to Munbilla Broadcasting Properties, Ltd. (*MBPL*) and previously to its predecessor-in-interest, Munbilla Broadcasting Corporation (*MBC*), for legal services in connection with the preparation, filing, and prosecution of MBPL's Rosebud, Texas Counterproposal and consultations related thereto, and in connection with the withdrawal of same . The foregoing is true and correct, under penalty of perjury.



John J. McVeigh

JOHN J. McVEIGH,
ATTORNEY AT LAW
12101 BLUE PAPER TRAIL
COLUMBIA, MARYLAND 21044-2787
TELEPHONE: 1.301.596.1655
TELECOPIER: 1.301.596.1656

DATE:: JANUARY 6,2003

EXHIBIT B, PART 2

DECLARATION OF ROY E. HENDERSON

I, Roy E. Henderson d/b/a Cameron Broadcasting Company, hereby declare as follows.

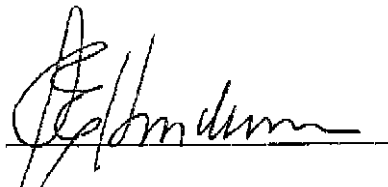
1. I certify that I have not paid ~~in~~ or for the benefit of Munilla Broadcasting Properties, Ltd. (MBPL), or to or for the benefit of its predecessor-in-interest, Munilla Broadcasting Corporation (MBC), or will pay to or for the benefit of MBPL or MBC, any money or other consideration in excess of MBC's and MBPL's legitimate and prudent expenses in exchange for the dismissal or withdrawal of MBC's and, as successor-in-interest, MBPL's Counterproposal seeking the allotment of Channel 28.5A to Rosebud, Texas.

2. I certify that the Dismissal Agreement with which this Declaration is being filed sets forth the exact nature and amount of my and all consideration received by or promised to MBC or MBPL.

3. I further certify that, to my knowledge, the Dismissal Agreement comprises the only agreement between MBC or MBPL and myself or anyone else or any other entity with regard to MBPL's withdrawal of MBPL's Rosebud, Texas Counterproposal, and that there is no oral agreement between myself and MBC or MBPL relating to the withdrawal of MBPL's Rosebud, Texas Counterproposal.

The foregoing is true and correct, under penalty of perjury.

ROY E. HENDERSON d/b/a CAMERON BROADCASTING COMPANY



DATE JANUARY 6, 2003

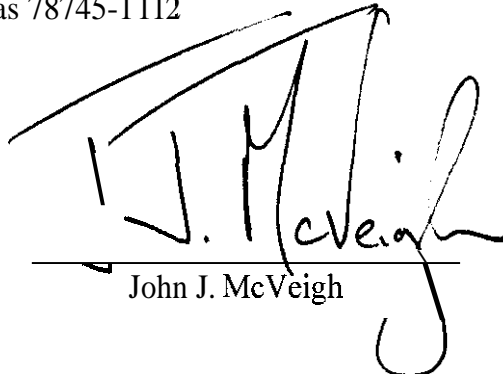
CERTIFICATE OF SERVICE

I hereby certify that I have, this 16th day of January, 2003, sent copies of the foregoing **MOTION TO WITHDRAW COUNTERPROPOSAL**, by first-class United States mail, postage prepaid, to:

Jeffrey D. Southmayd, Esq.
Southmayd & Miller
1220 Nineteenth Street, N.W., Suite 400
Washington, D. C. 20036
Counsel to Houston Christian Broadcasters, Inc.

Harry F. Cole, Esq.
Fletcher, Heald & Hildreth PLC
1300 North Seventeenth Street,
Eleventh Floor
Arlington, Virginia 22209
Counsel to Elgin FM Limited Partnership

Roy E. Henderson
dba Cameron Broadcasting Company,
1110 West William Cannon Drive,
Suite 402
Austin, Texas 78745-1112



John J. McVeigh